SECTION 1. PREAMBLE

The Commander of the International Security Assistance Force (ISAF), in his capacity as Commander of United States Forces Afghanistan (USFOR-A), and the Chief of Mission (COM) of the United States of America (USA) Mission to Afghanistan,

Hereinafter referred to as "The Participants"

Have reached the following understandings and agreements;

SECTION 2. DEFINITIONS

For the purposes of this Memorandum of Agreement (MOA), the following definitions apply:

- 2.1 **Headquarters (HQ), ISAF** means the HQ of NATO's In-Theatre operational command in Afghanistan. HQ ISAF will be represented by liaison officers (LNO) from HQ ISAF.
- 2.2 Headquarters, United States Forces-Afghanistan means the Title 10, US Code, joint headquarters under the operational control of US Central Command (USCENTCOM), not assigned to ISAF.
- 2.3 United States America (USA) Forces assigned to ISAF means all forces of the USA directly assigned to the ISAF Area of Operations (AOO) under command authority of Commander ISAF (COMISAF).
- 2.4 Executive Working Group (EWG) means a collective decision making body that forms and implements USA policies in Afghanistan. This is the senior decision making body in Afghanistan for all USA Forces and Mission Personnel. The EWG consists of the Deputy COM, Deputy Commander
- 2.5 Mission Personnel means all USA government employees assigned, contracted, or under the direct authority of the COM. This includes, but is not limited to, USA Provincial Reconstruction Teams (PRT) and District Support Teams (DST).
- 2.6 USA Provincial Reconstruction Teams (PRT) means a combined civilian and military group responsible for integrating the activities of all military and civilian elements in an assigned province. The PRT orchestrates security, governance, development, and strategic communication activities.
- 2.7 **USA District Support Teams (DST)** means a combined civilian and military group responsible for integrating the activities of all military and civilian elements in an assigned district. The DST orchestrates security, governance, development, and strategic communication activities. These organizations are typically embedded at the battalion or company level.
- 2.8 Integrated Command Teams (ICT) a collective decision-making arrangement between mission personnel and military commanders at

the district through regional level. These teams facilitate decisionmaking which neither limits nor modifies military command relationships.

- 2.9 Integrated means involving multiple actors or elements in an act. In the context of this MOA, it applies to Mission Personnel and USA Forces assigned to ISAF acting together to develop a plan, conduct an operation, or implement a project or program.
- 2.10 Comprehensive means involving and affecting all aspects of a subject. In the context of this MOA, it applies to consideration of the problems and challenges in Afghanistan from a security, governance, development, and information perspective.

SECTION 3. PURPOSE

- 3.1 The purpose of this arrangement is to formalize the relationships, outline the required support within the means and capabilities of USA Forces assigned to ISAF, and define the responsibilities between all Participants for the coordination, planning, and execution of USA Civilian-Military (CIVMIL) Campaign Plan. USA Forces assigned to ISAF in coordination with Mission Personnel play a significant role in promoting and supporting the CIVMIL Plan.
- 3.2 To ensure that all necessary measures are taken to ensure the safety and security of Mission Personnel and that necessary coordination measures are in place to achieve a comprehensive and integrated execution of the CIVMIL Plan, the Participants have developed this MOA. This MOA only obligates USA Forces assigned to ISAF and does not imply any obligation on the part of other military forces or troop contributing nations of HQ ISAF.

SECTION 4. SCOPE

4.1 USA Forces assigned to ISAF, PRT, and DST maintain a relationship based on the integration of capabilities to more effectively prosecute the Counterinsurgency (COIN) campaign in Afghanistan. USA Forces integrate mission personnel, PRT, and DST to plan and execute operations. Additionally, USA Forces provide security and mobility support to Mission Personnel, PRT, and DST.

SECTION 5. REFRENCES

5.1 The documents which apply to this arrangement are listed at Annex A, which in an integral part of this MOA.

SECTION 6. RESPONSIBILITIES

- 6.1 The Participants will:
 - Develop a common mission and purpose for assigned district and provinces.
 - b. Develop an Integrated and Comprehensive District Support Plan (DSP).
 - Form Integrated Leadership Teams at the district, regional, and national levels. These teams will consist of the Senior

Military Commander and the USG Senior Civilian Representative (SCR). Leadership of other U.S. elements (e.g., Police Mentor Teams, Special Operations, etc.) will be included as necessary.

6.2 USA Forces assigned to ISAF will:

- Facilitate the secure travel of Mission personnel to conduct official business in assigned AO.
- b. Provide no less than three trips per assigned Mission Personnel per day, or as decided upon jointly by an integrated decision process between the senior civilian and senior military authorities on the ground based on current joint operational priorities and assessed threat.
- Provide local security as required for Mission Personnel.

6.3 Mission Personnel are:

- a. Prohibited from wearing a military uniform.
- Prohibited from carrying a weapon, unless authorized by USA Department of State (DOS) Diplomatic Security.
- Prohibited from participating in the supervision or interrogation of prisoners.
- d. Prohibited from engaging in combat activities, this does not inhibit the right of self defence.

SECTION 7. FINANCIAL PROVISIONS

7.1 Funding is not associated with this MOA, and this document does not represent a specific funding obligation. Detailed financial arrangements and reimbursement procedures are to be specified in the follow-on documents.

SECTION 8. COMMENCEMENT AND DISCONTINUATION

- 8.1 Cooperation under this arrangement is to commence upon the date of the last signature thereto. The last Participant to sign is to inform the other Participant and deliver a fully executed copy to the other.
- 8.2 Any Participant may discontinue cooperation under this MOA at any time, but should endeavour to provide four months advance written notice to the other Participants.

SECTION 9 MODIFICATION

9.1 This MOU may be modified at any time in writing by mutual consent of both Participants. All amendments will be in writing. Amendments will become effective upon the date of the last written approval.

SECTION 10. SETTLEMENT OF DISPUTES

MOA are to be resolv	ng the interpretation of or implementation of this yed among the Participants. If the Participants SAF will be the final arbiter on all issues involving to ISAF.
Karl W. Eikenberry Chief of Mission U.S. Embassy Afghanistan	STANLEY A. MCCHRYSTAL GEN, US ARMY Commander, International Security Assistance Force Commander, US Forces, Afghanistan
Date	Date

ANNEX A

REFERENCE DOCUMENTS

- a. HQ ISAF Operation Order (OPORD) OP TOLO REVISION 1, dated 09 Apr
 09
- HQ ISAF Fragmentary Order (FRAGO) 366-2009 District Support Team Program, dated 12 Jul 09
- HQ ISAF FRAGO 366.01-2009 Amendment 1 to FRAGO 366-2009 District Program Amendment 1, dated 27 Jul 09
- d. DST Concept proposal version 9.4, dated 29 Apr 09
- e. PRT Handbook, 4th edition
- f. PRT Executive Steering Committee approved documents
- g. Title 22 United States Code (USC) paragraph 4802(a) and 4805(a) Diplomatic Security Act of 1986, as amended
- h. The President's Letter of Instructions to the Chief of Mission, Afghanistan, notal
- i. Title 22 USC paragraph 3927, Chief of Mission Authority
- NATO Military Committee 411/1 NATO Military Policy on Civil Military Cooperation